

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Janaea Nolen

Debtor(s)

CHAPTER 13

BANK OF AMERICA, N.A.

Movant

vs.

NO. 22-12963 AMC

Janaea Nolen

Debtor(s)

Jonas E Nolen

Co-Debtor(s)

11 U.S.C. Section 362 and 1301

Kenneth E. West

Trustee

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. As of August 16, 2023, the Debtor has brought the account current in regards to the Vehicle held by the Movant on the Debtor's 2019 FORD ESCAPE ("Vehicle"), bearing VIN Number 1FMCU0GD0KUA99789.

2. Debtor(s) shall maintain monthly vehicle payments to Movant beginning with the next payment on or about September 16, 2023 and thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation and the loan is more than sixty (60) days in default, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Debtor shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs.

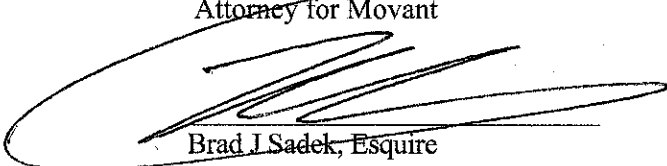
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: September 5, 2023

/s/ Mark A. Cronin, Esquire

Mark A. Cronin, Esquire  
Attorney for Movant

Date: 9/11/23

  
Brad J. Sadek, Esquire  
Attorney for Debtor(s)

Date: 9/12/2023

/s/Kenneth E. West, Chapter 13 Trustee

Kenneth E. West, Esq.  
Attorney for Debtor(s)

*no objection to its terms, without  
prejudice to any of our rights and  
remedies*

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2023. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Ashely M. Chan.